

## REGULAR MEETING

April 14, 2003

The Regular Meeting of the Annapolis City Council was held on April 14, 2003 in the Council Chamber. Mayor Moyer called the meeting to order at 7:35 p.m.

Present on Roll Call: Mayor Moyer, Aldermen Hammond, Tolliver, Cordle, Cohen, Alderwomen Hoyle, Carter

Alderman Kelley arrived at 7:44 p.m.

Alderman Fox arrived at 7:42 p.m.

Staff Present: Acting City Attorney Spencer, Planning and Zoning Director Arason, Coordinator of Community and Social Programs Spencer

### Awards and Presentations

C Mayor Moyer and Coordinator of Community and Social Programs Spencer acknowledged the following employees:

Paul Sophocles, Public Works Department. . . . . 23 Years of Service

James Wooten, Public Works Department . . . . . Cost Saving Award

Izar Kerrick, Public Works Department. . . . . Employee of the Year 2002

C Mayor Moyer proclaimed April 6 through April 12, 2003 Building Safety Week; April 14, 2003 United States Naval Academy Day; and, Sgt. Paul Gibbs as an outstanding officer in the Police Department.

C Mayor Moyer gave the State of the City address and presented the FY 2004 Budget.

C Alderman Hammond moved to approve the Journal of Proceedings for March 10, 2003 and March 24, 2003. Seconded. CARRIED on voice vote.

### PETITIONS, REPORTS AND COMMUNICATIONS

Bud Reaves, representing Maryland Department of Natural Resources Forest Services presented the City with a Tree City Award from the Arbor day Foundation.

### LEGISLATIVE ACTION

#### ORDINANCES

**O-17-02 For the purpose of establishing a zoning classification of R1-A, Single-Family Residence District, for the property fronting Aris T. Allen Boulevard to the north and east, undeveloped residentially zoned land to the west, undeveloped residentially zoned land to the south and east and to the south and west, contiguous to the existing boundary of the City of Annapolis; and all matters relating to said zoning map amendment.**

Alderman Hammond moved to adopt O-17-02 on second reading. Seconded.

The Planning Commission reported favorably with amendments on O-17-02.

Alderman Tolliver moved to amend O-17-02 as follows:

No. 1

On Page 1, line 32

*strike* “ ”,  
*add* “February 24, 2003”,

No. 2

On Page 1, line 36

*strike* “ ”,  
*add* “February 24, 2003”.

Seconded. CARRIED on voice vote.

C Alderman Kelley moved to amend O-17-02 as follows:

No. 1

On Page 1, lines 12 and 23  
Page 2, lines 6, 9, 14 and 21

*strike* “R1-A”;  
*add* “R1-B”,

Seconded. CARRIED on voice vote.

The main motion as amended CARRIED on voice vote.

Alderman Kelley moved to adopt O-17-03 Amended on third reading. Seconded.  
CARRIED on voice vote.

**O-19-02 For the purpose of repealing in its entirety and adding new Annapolis City Code Chapter 14.12, Trees, so as to define the duties of the environmental commission, the department of public works and the director of public works with regard to trees in the City of Annapolis; to provide regulations concerning the removal and maintenance of trees in public areas and in the conservation areas; to provide for the creation and enforcement of a master street tree plan and a tree planting program; to provide for the abatement of certain nuisances; and matters generally relating to said chapter.**

Without objection O-19-02 was postponed.

**O-33-02 For the purpose of revising the water and sewer rates for certain multifamily residential units within the City; and matters generally relating to said rates.**

Without objection O-33-02 was postponed.

**O-39-02 For the purpose of amending the definition of “landmark” by removing the requirement that a site or structure may only be designated a landmark if outside the boundaries of the historic district; and matters generally relating to said definition.**

Alderman Hammond moved to adopt O-39-02 on second reading. Seconded.

The Rules Committee, the Planning Commission and the Historic Preservation Commission reported favorably on O-39-02.

The main motion CARRIED on voice vote.

Alderman Hammond moved to adopt O-39-02 on third reading. Seconded. CARRIED on voice vote.

**O-1-03      For the purpose of applying the Residential Revitalization Overlay District to the R3 and R4 districts in the Spa Road area; and matters generally relating to said district.**

Alderman Fox moved to adopt O-1-03 on second reading. Seconded.

The Rules Committee reported favorably on O-1-03.

The main motion CARRIED on voice vote.

Alderman Hammond moved to adopt O-1-03 on third reading. Seconded. CARRIED on voice vote.

**O-4-03      For the purpose of authorizing a lease of certain municipal property located in the harbor and Dock Street areas to the Annapolis and Anne Arundel County Chamber of Commerce, Inc., a body corporate, for a certain period of time, subject to certain terms, provisions, and conditions, for the purpose of conducting a maritime heritage festival; and all matters relating to said lease.**

Alderman Fox moved to adopt O-4-03 on second reading. Seconded.

The Economic Matters Committee reported favorably on O-4-03.

The Finance Committee reported favorably with amendments on O-4-03.

Alderman Hammond moved to substitute the Revised Lease Agreement as follows:

**REVISED LEASE AGREEMENT**

O-04-03

**THIS LEASE AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2003, by and between **THE CITY OF ANNAPOLIS**, a municipal corporation of the State of Maryland (hereinafter called "Lessor") and **THE ANNAPOLIS AND ANNE ARUNDEL COUNTY CHAMBER OF COMMERCE, INC.**, a Maryland non-profit corporation (hereinafter called "Lessee").

**WHEREAS**, the Maryland Maritime Heritage Festival is a locally recognized event which showcases the maritime heritage and maritime industry of Annapolis and the region; and

**WHEREAS**, Lessee desires to hold the Maryland Maritime Heritage Festival upon certain public property owned by Lessor in order to promote the maritime heritage and maritime industry of Annapolis and the region; and

**WHEREAS**, Lessor desires to enter into a Lease with Lessor for that purpose and to set forth the responsibilities of Lessee and Lessor related thereto.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the foregoing premises

and the mutual terms and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

## **ARTICLE I**

**Section 1.1. Premises and Term:** Subject to the provisions and terms of this Agreement, Lessor hereby leases to Lessee, for the purpose of holding the Maryland Maritime Heritage Festival, that property described in this Section **and as more particularly** shown on Exhibit A hereto, which is attached hereto and made a part hereof (hereinafter called the "Premises"), for the times indicated:

- A. The designated area of the City Dock and Susan Campbell Park from May 3, 2003 to May 4, 2003; **and**
- B. Portions of the Harbor and City Dock from May 1, 2003 to May 5, 2003; **; and**
- C. **Parking spaces adjacent to the Harbormaster's office to be designated by the Police Chief or his designee based upon a demonstrated need by Lessee from May 1, 2003 to May 5, 2003.**

**Section 1.2. Rent:** The rent shall be One Dollar (\$1.00). Pursuant to City Code, Section 6.04.210.D.3., the City hereby waives any additional Rent **(including but not limited to fees for traffic control services if any provided, parking meters authorized for use by Lessee, inspections, permit applications and rental beyond that stated above)**, except as provided herein.

**Section 1.3. Use of Premises:** The Premises may be used by Lessee for Maryland Maritime Heritage Festival activities and race support purposes. Lessor's agreement to lease the herein identified property to Lessee, in no way creates an obligation for Lessor to furnish any services, materials or equipment (including for example dock facilities) for the Maryland Maritime Heritage Festival, except as specifically provided in Article III hereof.

## **ARTICLE II**

**Section 2.1. Liquor Sales:** Provided it shall first obtain all necessary licenses from the Alcoholic Beverage Control Board (ABCB), Lessee may serve beer, wine and/or liquor at a private reception to which the public shall not be admitted in the area of the City Dock and Susan Campbell Park at such locations therein and on/at such dates, time and places and under such terms authorized by the ABCB. The City makes no representations with respect to Lessee's ability to obtain any such license. If such a license is issued, then in addition to such other limitations that may be imposed by the ABCB, the following limitations and requirements shall be the sole responsibility of Lessee:

- A. The beer, wine and liquor consumption area shall be restricted to a tented area so as to restrict beer, wine and liquor consumption to the tented area.
- B. There shall be no beer, wine or liquor consumption or other open containers of alcoholic beverages outside of the tented area.

**Section 2.2 Music:** Lessee may have live music on the Premises. In addition to

such other requirements that may be imposed by the ABCB, Lessee shall take all reasonable measures to keep the music from being heard beyond the Spa Creek end of Susan Campbell Park.

**Section 2.3 Hours of Operations:** Lessee may operate festivities on the Premises as set forth on Exhibit A hereto in **HOURS OF OPERATION - OPEN TO PUBLIC** below. Lessee shall conduct its operations in an orderly and commercially reasonable manner so as not to annoy, disturb (whether via noise or otherwise), endanger or be offensive to others. Lessee shall use and maintain the Premises in such manner so as to avoid the creation of any nuisance from obnoxious odors, smoke, noxious gases, vapors, dust, noise or otherwise, and Lessee shall not keep, store, display or use any explosives or explosive devices at the Premises. Lessee shall maintain the Premises in a clean, orderly and safe condition so as to avoid injury to persons and property. Should Lessee fail to comply with the terms of this provision, Lessor shall have the authority to require Lessee to immediately cease and desist all activities and operations on the Premises.

**Section 2.4 Exhibitor List:** Lessee shall provide to the City Administrator not later than April 18, 2003 a complete list of all exhibitors, displays, activities, festivities, music, entertainment and operations to take place on the Premises during the term hereof. The list shall not be amended, except for deletions thereto, without the expressed written consent of the City Administrator.

**Section 2.5 Exhibitor Licenses/Taxes:** Exhibitors who sell merchandise at the Maryland Maritime Heritage Festival shall obtain all required non-City licenses and pay all required federal, state and county and City taxes and fees. This Lease shall satisfy any City licensing requirements for such exhibitors.

**Section 2.6. Food and Beverage Sales:** Neither Lessee nor any exhibitor or any other person on the Premises shall offer any food or alcoholic beverage for sale to the public during the term of this Lease except as specifically provided herein.

### **ARTICLE III**

**Section 3.1. Facilities and Services:** In addition to the use of the Premises during the term set forth above, Lessee shall have use of the facilities and services set forth in this Article under the terms and conditions provided herein.

**Section 3.2. Security Services:** Lessee shall be responsible for security within the Premises during the term hereof. Lessee shall establish a security liaison with the Annapolis Police Department ("APD") and coordinate all Premise's security with APD according to APD's requirements. In addition to such other requirements as may be imposed by the APD, Lessee shall, at its sole expense, hire licensed professional security officers to provide security within the Premises during the entire term of this Lease at such staffing levels as the APD may, in its discretion, require.

**Section 3.3. Fire Services:** Following the erection of all booths and other festivities' structures as described under Section 6.1 hereof but before the festival opens

to the public, the parties shall meet at the Premises to assure compliance with Fire Department regulations and accessibility of fire lanes and turning radius. No burning, welding, open flame devices or running of watercraft propulsion engines shall be permitted on the Premises.

**Section 3.4. Utilities:** Lessor shall make available to the Premises, existing water and electricity facilities. Lessee at its own expense shall install any temporary electrical equipment, lines and devices required to provide power to the Premises, in compliance with National Electric Code. Lessee shall not operate any such equipment, lines or devices until inspected and approved by the City Department of Public Works.

**Section 3.5. Other Services:** The parties shall coordinate other services in advance of the term of this Lease provided, however, that Lessee shall assume any and all financial responsibility for any such other services as may be required by Lessor.

**Section 3.6. Pre-Festivities Inspection:** Before the festival opens to the public, Lessee's representative shall meet with representatives of the Annapolis Police Department, Annapolis Fire Department, Director of Emergency Management, Harbormaster, Annapolis Central Services and Annapolis Department of Public Works and inspect the Premises and nearby areas to determine compliance with City requirements. Written approval by representatives of all such inspectors is required before Lessee may open the festival or Premises to the public. Lessor shall not refuse permission to open the festival or any part thereof under this paragraph unless a threat to health or safety has been identified by Lessor to Lessee. Lessor shall make every effort to limit that part of the festival or Premises not opened in the event of such threat and to allow Lessee to open the closed portion of the festival or the Premises as soon as the threat is abated to Lessor's satisfaction. Lessee shall pay Lessor an administrative fee of Five Hundred Dollars (\$500.00) for the cost of such inspections.

**Section 3.7. Notice to Correct:** Following the inspection referred to in the preceding section, at all times during the term of this Lease, and during festivities on the Premises, Lessee shall promptly comply with all reasonable directives of the City intended to bring Lessee and festivities on the Premises into compliance with the requirements of this Lease and the City Code, as well as the public safety requirements of the Police Department, Fire Department and Harbormaster.

#### **ARTICLE IV**

**Section 4.1. Insurance:** Lessee shall, at its own expense, obtain and keep in full force and effect comprehensive commercial general liability insurance of no less than One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage; and Three Million Dollars (\$3,000,000.00) umbrella policy; which shall be effective during the entire period of time during which the Lessee shall use or occupy the Premises, or any part thereof.

Such insurance policy shall specifically name the City of Annapolis, and in their

capacity as such, the officers, agents and employees thereof, as additionally insured, and insure against any and all loss, costs, damages, and expenses suffered by any person, or to any property, including property owned by Lessor, due to or alleged to be due to: (1) an act, omission or the negligence of Lessee, its officers, agents, employees contractors, patrons, guests or invitees; or (2) to the use of the Premises, or any part thereof by Lessee, its officers, agents, employees, contractors, patrons, guests or invitees.

The insurer or insurers of the policy or policies referred to in the preceding paragraph shall be: authorized to write the required insurance; approved by the Insurance Commissioner of the State of Maryland; and subject to the reasonable approval of the City Attorney of Annapolis. The form and substance of the policy or policies of insurance shall also be subject to reasonable approval by the City Attorney of Annapolis, and shall be submitted to the City Attorney for such approval not later than April 15, 2003. Said policy or policies of insurance shall be filed by Lessee with the City Attorney of Annapolis not later than the first to occur of : 10 days prior to the first day of the term set forth above; 10 days prior to Lessee's occupancy of the Premises.

The Certificate for each such insurance policy shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, whether at the request of Lessee or for any other reason, except after thirty (30) calendar days advance written notice mailed by the insurer to the City Attorney of Annapolis and that such notice shall be transmitted postage prepaid, with return receipt requested.

#### **ARTICLE V**

**Section 5.1. Hold Harmless/Indemnity:** Lessee agrees that it shall forever indemnify, defend and hold harmless the Lessor, its officers, agents, employees, from and against any and all claims, suits, actions, judgments, and liability for loss, injury, damages and/or expenses suffered or alleged to have been suffered by any person or to any property due to or alleged to be due to: (1) an act, omission or the negligence of Lessee, its officers, agents, employees, contractors, patrons, guests or invitees; or (2) the use of the Premises, or any part thereof, by Lessee, its officers, agents, employees, contractors, patrons, guests or invitees.

Lessee agrees to reimburse Lessor, within thirty (30) days after demand for such reimbursement, for any damage done to Lessor's buildings, facilities, equipment or property caused by the negligence of Lessee, its officers, agents, employees, contractors, patrons, guests or invitees during Lessee's use and/or occupancy of the Premises or any part thereof.

#### **ARTICLE VI**

**Section 6.1. Interior Construction:** Lessee shall have the right to construct, install or erect upon the Premises such seats, booths, tents, exhibits and any other apparatus or structure which Lessee may deem necessary or desirable for its purposes. Lessee shall

not have the right to enclose the Premises in such a manner as to limit entry onto the Premises or any part thereof, except to enclose the beer, wine and/or liquor consumption area.

**Section 6.2. Permits:** Subject to the inspection provisions of Article III and to standard alcoholic beverage, public safety and health approvals, any and all zoning permits, any and all licenses or authorizations required to be obtained from the City of Annapolis or any agency thereof by the Lessee for the purpose of constructing or erecting the temporary structures described in Section 6.1 above or for operating the festival shall be deemed granted and issued upon the execution of this Lease by the Lessor and Lessee. All other Federal, State or County permits which may be required shall be the responsibility of the Lessee.

## **ARTICLE VII**

**Section 7.1. Trash:** Lessee, at its sole expense, shall provide the number of trash containers within the Premises as required by the Director of Public Works in his sole discretion during the entire occupancy period of the Premises and shall provide for the prompt removal of said containers, trash and refuse by a City-approved waste-removal contractor.

**Section 7.2. Cleanliness:** Lessee, at its sole expense, shall be responsible for keeping the Premises free of unnecessary trash and refuse and shall place the same in the trash containers referred to in the preceding section. Lessee shall at all times during the occupancy of the Premises police the Premises for trash and refuse removal.

**Section 7.3. Sanitation and Toilets:** Lessee, at its sole expense, shall provide adequate and sanitary toilet facilities throughout the Premises for use by the general public and others attending or participating in the festivities, at the locations ~~designated on Exhibit A hereto~~ which locations shall be designated by the Director of Public Works in his sole discretion.

## **ARTICLE XIII**

**Section 8.1. Quiet Enjoyment:** Lessor covenants with Lessee that at all times during the term of this Lease Agreement, Lessee shall peacefully hold and quietly enjoy the Premises in a manner consistent with the terms of this Lease without any disturbance or hindrance from Lessor or from any other person claiming through Lessor, except that the Lessor or others claiming through the Lessor may enter onto the Premises to effect necessary repairs to their own facilities as reasonably contemplated by the terms of this Agreement, to assure compliance with the terms of this Agreement and for public safety reasons. Lessee shall cooperate with the Lessor to effect this access to the Premises.

## **ARTICLE IX**

**Section 9.1. Condition of Premises After Festival:** Following its occupancy of the Premises, Lessee, at Lessee's sole expense, shall return the Premises in the same or



superior condition than received, natural wear and tear excepted.

**Section 9.2. Lessee's Equipment After Festival:** Prior to the expiration of the term of this Lease, Lessee shall remove all property, fixtures and chattels from the Premises placed thereon in conjunction with the festival. In the event that Lessee, its officers, agents, employees or contractors fail to remove any such item of property, Lessor reserves the right to remove and store any such property after the expiration or termination of this Lease at Lessee's expense or, as an alternative, to leave the property at the Premises. In either case, Lessor shall charge Lessee per diem rental for storage of such property. Lessor shall bear no responsibility or liability for damage to or expense incurred as a result of property left, removed or stored under the provisions of this Section. Lessee shall pay to Lessor any expenses or charges under this Section within thirty (30) days after delivery of any bill by Lessor to Lessee. If any property is not claimed by Lessee within sixty (60) days of the Lease term, Lessor may sell same at private or public sale under such terms as Lessor may deem appropriate in its sole discretion and apply such proceeds as it may deem appropriate in its sole discretion.

**Section 9.3. Post-Festival Inspection:** Within two (2) days following the expiration of the term of this Lease, Lessee shall accompany Lessor's representative during a tour of the Premises to determine the condition thereof. If Lessee fails to participate in the two or when scheduled, Lessor may conduct a tour without Lessee's participation. Items corrected or repaired by the Lessor, deemed by Lessor to be the responsibility of Lessee, shall be billed by the Lessor and paid by the Lessee within thirty (30) days after receipt of such bill.

## **ARTICLE X**

**Section 10.1. Remedies:** It is understood and agreed that any and all duties, liabilities and/or obligations imposed upon or assumed by the Lessee and Lessor by or under this lease shall be taken or construed as cumulative and that the mention of any specified duty, liability or obligation imposed upon or assumed by Lessee or Lessor under this lease, shall not be taken or construed as a limitation or restriction upon any or all of the other duties, liabilities, or obligations imposed upon or assumed by the Lessee under this Lease and that all remedies provided herein shall be construed to be cumulative and in addition to any other remedies provided herein, or any remedies provided in law or equity which the Lessor or Lessee would have in any case. It is understood and agreed that either party shall have the right to seek and obtain in any court of competent jurisdiction an injunction without the necessity of posting a bond to restrain a violation by the other party of any covenant or covenants contained in this Lease, anything to the contrary notwithstanding. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further such right. The remedies provided hereunder shall not be deemed exclusive of other remedies not specified.

**Section 10.2. Authority to Lease:** In the event that it is ever determined by a court

of competent jurisdiction that Lessor lacks the authority to lease any portion or all of the property herein intended to be leased, Lessor shall not be liable for any losses or damages sustained by Lessee as a result thereof.

**Section 10.3. Immunities:** Notwithstanding any provision in this Lease, implicitly or explicitly to the contrary, Lessor reserves any and all immunities, partial or total, statutory or common law, in any proceeding related to this Lease, to the festivities referred to herein or to the use of the Premises (or any part thereof) before, during or after the term of this Lease. Such reservation of rights shall extend to any claim made by or through Lessee and to any claim made by or through any third party.

#### **ARTICLE XI**

**Section 11.1. Impossibility of Performance:** If, for any reason, an unforeseen event not the act of Lessor occurs, including but not limited to flood, severe weather, fire, casualty, act of God, labor strike or other unforeseen occurrence which renders impossible the fulfillment of any rental period of this lease, Lessee shall have no right to nor claim for damages against Lessor; but Lessee shall not be liable for the payment of rent for said rental period, except that if such impossibility relates only to part of the rental period, rent shall be prorated; however, this Lease shall not terminate but shall continue in accordance with the terms of this Lease.

#### **ARTICLE XII**

**Section 12.1. Payment:** Lessee shall make all payments due under this Lease by check, payable to the City of Annapolis, and deliver the payments to the Annapolis Finance Department, 160 Duke of Gloucester Street, Annapolis, Maryland, 21401. In addition to all other amounts due hereunder, Lessee shall pay Lessor a monthly late fee of 1.5% (18% per annum) of any payment required hereunder that is more than sixty (60) days past due, until paid.

#### **ARTICLE XIII**

**Section 13.1. Time is of the Essence:** Time is of the essence in the performance of this Lease, and the times herein granted shall not be extended for any reason, except as provided herein, for the occupancy or use of the Premises or for the installation or removal of equipment, materials or displays therefrom without written permission from Lessor.

#### **ARTICLE XIV**

**Section 14.1. Assignment:** Lessee shall not assign or transfer this Lease, in whole or in part, or any of its rights hereunder, without the prior written consent of the Lessor, which consent shall not be arbitrarily withheld.

#### **ARTICLE XV**

**Section 15.1. Non-Agent:** Lessee herein is an independent contracting party and not the agent or employee of the Lessor.

#### **ARTICLE XVI**

**Section 16.1. Liens, Remedies, etc:** Lessee hereby consents to and Lessor shall have a lien upon all goods, personal property and fixtures of Lessee located upon the leased Premises for any and all unpaid charges which arise under this Lease. Lessee hereby consents to and Lessor shall have the power to impound and retain the possession of such goods, personal property and fixtures until all such charges and fees due under this Lease have been paid, in full, to the satisfaction of Lessor. In the event such charges remain unpaid thirty (30) days after the termination of the term of this Lease, Lessor shall have the power to sell such property at public auction, and apply the receipts from such auction to all such unpaid charges.

#### **ARTICLE XVII**

**Section 17.1. Compliance with All Laws:** Lessee agrees to comply with all laws, ordinances, and statutes applicable to the Premises, or any part thereof, and the use thereof, and to pay all taxes or charges imposed by law in connection with Lessee's use and occupancy of the Premises.

#### **ARTICLE XIII**

**Section 18.1. Contact Persons:** For purposes of coordinating inspections, providing notices and other matters set forth under this Lease, except as otherwise provided in this Lease, the parties designate the following contact persons:

- A. Lessor: City Administrator  
160 Duke of Gloucester Street  
Annapolis, Maryland 21401  
Phone No. 410-263-7939
- B. Lessee: Annapolis & Anne Arundel County  
Chamber of Commerce, Inc.  
151 West Street, Suite 101  
Annapolis, Maryland 21401  
Attention: Bob Burdon

#### **ARTICLE XIX**

**Section 19.1. Local Exhibitors:** Lessee shall use its best efforts to contract with Annapolis exhibitors in all matters related to the festival.

#### **ARTICLE XX**

**Section 20.1 General Powers:** Nothing herein shall be construed to preclude the City from exercising its general public safety powers as it deems appropriate to protect the public safety, interest and welfare.

#### **ARTICLE XXI**

**Section 21.1 Authority:** This Lease Agreement is authorized by Ordinance

#### **HOURS OF OPERATION - OPEN TO PUBLIC**

Dates	Exhibits and Entertainment Times
May 3, 2003	10:00 AM to 7:00 PM
May 4, 2003	12:00 Noon to 6:00 PM

Seconded. CARRIED on voice vote.

Alderman Tolliver moved to amend the Revised Lease Agreement (O-4-03) as follows:

No. 1

On Page 4, after Section 2.6. Food and Beverage Sales: Neither Lessee nor any exhibitor or any other person on the Premises shall offer any food or alcoholic beverage for sale to the public during the term of this Lease except as specifically provided herein.

*add* “Section 2.7. Other Sales: Neither Lessee nor any exhibitor or any other person on the Premises shall offer for sale to the public during the term of this Lease any product that is available in businesses located in Annapolis except as follows: Annapolis-based businesses may sell products that are also available in their businesses located in Annapolis; any vendor may sell original art; food and beverages may be sold as otherwise provided in this Lease.”.

Seconded. DEFEATED on voice vote.

The main motion as amended CARRIED on voice vote.

Alderman Hammond moved to adopt O-4-03 with Revised Lease Agreement on third reading. Seconded. CARRIED on voice vote.

**O-5-03      For the purpose of authorizing the City Council to lease certain municipal property located in the general harbor and Dock Street area to United States Yacht Shows, Inc. and Annapolis Boat Shows, Inc., bodies corporate, for a certain period of time in October 2007, subject to certain terms, provisions and conditions, for the purpose of conducting boat shows; and all matters relating to said lease.**

Alderman Fox moved to adopt O-5-03 on second reading. Seconded.

The Economic Matters Committee and the Finance Committee reported favorably on O-5-03.

The main motion CARRIED on voice vote.

Alderman Hammond moved to adopt O-5-03 on third reading. Seconded. CARRIED on voice vote.

**O-11-03      For the purpose of amending the Class A-1.b and A-2.b, off sale package goods plus beer and wine tasting, Alcoholic Beverage License for Package Goods Retail Stores to include liquor; and matters generally relating to said licenses.**

Alderman Fox moved to adopt O-11-03 on first reading. Seconded. CARRIED on voice vote.

Referred to Economic Matters Committee

**O-12-03      For the purpose of providing that the City Council may authorize deferral of property tax for elderly or disabled homeowners under certain conditions; and matters relating to said deferral.**

Alderman Hammond moved to adopt O-12-03 on first reading. Seconded. CARRIED on voice vote.

Referred to Finance Committee

#### RESOLUTIONS

**R-38-02      For the purpose of amending the Ward One Sector Study to allow brew pubs, in conjunction with a new or existing restaurant, to remain open after midnight, until 2 a.m.**

Without objection, R-38-02 was postponed to the next Regular Meeting of the City Council.

**R-4-03      For the purpose of expressing the City of Annapolis' concern about a proposal to allow slot machine gambling at horseracing tracks in Maryland; and all matters relating to said issue.**

Alderman Cohen moved to withdraw R-4-03. Seconded. CARRIED on voice vote.

**R-6-03      For the purpose of encouraging the U.S. government to refrain from waging war against Iraq until at least the work of international arms inspectors is complete and the results are published.**

Alderwoman Carter moved to withdraw R-6-03. Seconded. CARRIED on voice vote.

**R-7-03      For the purpose of declaring that State Highway Administration Alley No. 8 shall be renamed in honor of Sam Lewnes; and all matters relating to said declaration.**

Alderman Cohen moved to adopt R-7-03 on first reading. Seconded. CARRIED on voice vote.

**R-8-03      For the purpose of designating Paul Mellon Hall as a landmark property in the City of Annapolis; and all matters relating to said designation.**

Alderman Fox moved to adopt R-8-03 on first reading. Seconded. CARRIED on voice vote.

Alderman Hammond moved to suspend the rules to allow passage of the resolution at the meeting of its introduction. Seconded. CARRIED on voice vote.

Alderman Hammond moved to adopt R-8-03 on second reading. Seconded. CARRIED on voice vote.

#### Budget Items

**O-13-03      For the purpose of adopting an operating budget for the City of Annapolis for the fiscal year 2003-2004, beginning July 1, 2003 and ending June 30, 2004; to appropriate funds for expenditures for the fiscal year beginning July 1, 2003 and ending June 30, 2004; for the purpose of defraying all expenses and liabilities of the City of Annapolis and levying same for the purposes specified; specifying certain duties of the Director of Finance, specifying a rate of interest to be charged**

**upon overdue property taxes; and all matters generally relating to said budget and property tax rate.**

Alderman Hammond moved to adopt O-13-03 on first reading. Seconded. CARRIED on voice vote.

Referred to Finance Committee

**R-9-03      For the purpose of adopting a capital improvement budget for the Fiscal Year 2004, and a capital improvement program for the six year period from July 1, 2003 to June 30, 2009; and all matters relating to said budget and program.**

Alderman Hammond moved to adopt R-9-03 on first reading. Seconded. CARRIED on voice vote.

Referred to Finance Committee

**R-10-03      For the purpose of approving the fee schedule pursuant to the adoption of the current expense budget for the City of Annapolis for the fiscal year 2003-2004, beginning July 1, 2003 and ending June 30, 2004; and all matters relating to said fee schedule.**

Alderman Hammond moved to adopt R-10-03 on first reading. Seconded. CARRIED on voice vote.

Referred to Finance Committee

**R-11-03      For he purpose of approving the job descriptions for the civil service positions in the Public Works Department for Underground Utility Locator/Equipment Operator II, Water Plant Operator Journeyman, and Traffic Technician I; establishing the pay grade for the Underground Utility Locator/Equipment Operator II, Water Plant Operator Journeyman, and Traffic Technician; reclassifying the current Life Safety Inspector to Mechanical/Safety Inspector and reclassifying the current Engineering Technician IV position to Civil Engineer II; and all matters relating to said job descriptions, pay grades and reclassification.**

Alderman Cohen moved to add R-11-03 to the agenda. Seconded. CARRIED on voice vote.

Alderman Cohen moved to adopt R-11-03 on first reading. Seconded. CARRIED on voice vote.

Referred to Finance Committee

#### BUSINESS AND MISCELLANEOUS

1.      Housing and Community Development Committee Recommendation for Action dated March 27, 2003

Alderman Fox moved to accept the Housing and Community Development Committee Recommendations for action dated March 27, 2003. Seconded. CARRIED on voice vote.

2.      Civil Service Board Recommendations dated March 14, 2003

Alderman Hammond moved to receive the Civil Service Board Recommendations dated March 14, 2003. Seconded. CARRIED on voice vote.

3. Finance Committee Recommendations dated March 20, 2003

Alderman Fox moved to accept the Finance Committee Meeting Recommendations dated March 20, 2003. Seconded. CARRIED on voice vote.

4. Payment of Monthly Bills

Alderman Cohen moved to pay the monthly bills. Seconded. CARRIED on voice vote.

5. Appointments

Alderman Hammond moved to approve the Mayor's (re)appointments of the following individuals:

3/21/03 Sidewalk Advisory Committee Appointment	David L. Brown
4/7/03 Commission on Aging	Judith V. Branham
4/7/03 Commission on Aging	Doris Austin
4/7/03 Commission on Aging	Daniel Monch
3/4/03 Annapolis Conservancy Board	Kathryn Dahl
4/7/03 Human Relations Commission	Nancy Walker
4/7/03 Historic Preservation Commission	Sharon A. Kennedy
4/9/03 Sidewalk Ad Hoc Committee	Nicholas Gomez
4/9/03 Sidewalk Ad Hoc Committee	Larry Johnson

Seconded. CARRIED on voice vote.

Upon motion duly made, seconded and adopted, the meeting was adjourned at 9:20 p.m.

Deborah Heinbuch, CMC/AAE  
City Clerk